

PLAN OF COOPERATION BETWEEN THE SIERRA NEVADA REGIONAL DCSS
AND
SISKIYOU-MODOC REGIONAL DCSS

This Plan of Cooperation (POC) creates a “shared services” agreement between the SISKIYOU-MODOC REGIONAL DEPARTMENT OF CHILD SUPPORT SERVICES (SISKIYOU-MODOC) and SIERRA NEVADA REGIONAL DEPARTMENT OF CHILD SUPPORT SERVICES (SNRDCSS) (Collectively the PARTIES). Pursuant to this agreement, SNRDCSS will process SISKIYOU-MODOC’s Workers’ Compensation cases for the purpose of collecting funds in child support cases.

I

PURPOSE

The following POC is entered into between the PARTIES for the coordination of their respective efforts and the delineation of responsibilities in relation to the Child Support Enforcement Program under Title IV-D of the Social Security Act. The purpose of this POC is to establish responsibilities for ensuring compliance with time frames for case processing as established by State and Federal laws and regulations.

II

CONFIDENTIALITY

PARTIES shall comply with State and Federal laws and regulations concerning the safeguarding of information. (See California Family Code, Section 17212, and 22 California Code of Regulations, Sections 11430, 11440.) No information that identifies any applicant or recipient of public assistance by name or address shall be disclosed to any committee or legislative body.

III

STANDARDS

The PARTIES agree to comply with Title IV-D of the Social Security Act, implementing regulations, and all Federal and State regulations and requirements. The parties to this POC shall maintain an organizational structure and sufficient staff

to ensure compliance with the timeframes for which they are responsible under this POC and the requirements under State and Federal law.

IV

RESPONSIBILITIES

Local child support agencies may, as provided by State law, enter into cooperative agreements with other agencies, as necessary, to carry out their responsibilities. When such cooperative agreements require that a delegation of duties be made, both the local child support agency delegating those responsibilities and the agency undertaking them shall be accountable for the execution of such duties and shall ensure all such functions are being carried out properly, securely, efficiently, and effectively.

A. SNRDCSS shall have the following responsibilities:

1. Ensure an appropriate level of staffing to assist SISKIYOU-MODOC in processing its Workers' Compensation cases.
2. Maintain appropriate records within the Child Support Enforcement System (CSE) to ensure that cases are being processed in accordance with the State and Federally mandated requirements.
3. Ensure that the staff assigned to process SISKIYOU-MODOC's Workers' Compensation cases has the appropriate training and experience necessary to enable that person to perform the work in an accurate and efficient manner.
4. Cooperate and coordinate with SISKIYOU-MODOC in order to facilitate the objectives of this POC, including providing SISKIYOU-MODOC with information regarding changes in Workers' Compensation policies and procedures that affect case processing.
5. Use any information it derives while working on SISKIYOU-MODOC's cases only for purposes specifically authorized under this POC and applicable State and Federal laws and regulations.
6. Protect all child support information it receives pursuant to this POC against unauthorized access, always, in all forms.
7. Secure and maintain any computer systems, hardware, software applications, and data that will be used in the performance of this POC. This includes ensuring that all security patches, upgrades, and anti-virus updates are applied as appropriate to secure all information assets and data that may be used, transmitted, or stored on such systems during the performance of this POC.

8. Restrict any removal of SISKIYOU-MODOC's child support information from SNRDCSS's work location unless necessary to carry out the purpose of this POC.
9. Store any child support information retrieved as a result of working on SISKIYOU-MODOC's cases in a place physically secure from access by unauthorized persons.
10. Update SISKIYOU-MODOC's records based on the relevant information present within CSE. If document images are available within CSE, SNRDCSS staff will verify the information contained in those documents against the CSE legal document data.
11. Maintain a designated telephone line and email address for Workers' Compensation cases.
12. Check Child Support Lien Network (CSLN) weekly for matches and perform all duties necessary to enforce and collect on CSLN liens, including closing matches in CSLN, contacting insurance companies and plaintiff attorneys, and additional follow up as needed.
13. Perform all duties necessary to enforce and collect from Workers' Compensation benefits and settlements.
14. Contact the Department of Industrial Relations (DIR) to facilitate e-filing for SISKIYOU-MODOC, with SNRDCSS as administrator.

B. SISKIYOU-MODOC shall have the following responsibilities:

1. Cooperate and coordinate with SNRDCSS to facilitate the objectives of this POC.
2. Update CSE with all information necessary to provide accurate accounting records including, but not limited to, legal document data and participant demographics.
3. Scan and upload all relevant court documents associated with each case.
4. When necessary, research aid history and update participant records in a timely manner to ensure that compliance timeframes are met.
5. Ensure the SNRDCSS shall be exempt from payment of any fees or reimbursement for series, including but not limited to fees for providing certified or non-certified copies of documents and filing fees, in any action or proceeding brought for the establishment of a child support obligation or the enforcement of a child or spousal support obligation.

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C. SNRDCSS and SISKIYOU-MODOC shall have the following mutual responsibilities:

1. SNRDCSS and SISKIYOU-MODOC shall meet periodically to discuss issues of mutual interest, concerns that may arise in connections with the handling of SISKIYOU-MODOC's Workers' Compensation cases, and updates on status of the work being undertaken. Best practices, trends, and outstanding issues shall also be discussed and analyzed.
2. PARTIES shall each designate a project manager to assume primary operational responsibility for the tasks undertaken under this POC. At the time of the signing of this POC, the respective project managers are:

SNRDCSS PROJECT MANAGER:

Paul Johnson, Managing Attorney

(530) 265-7118; paul.johnson@co.nevada.ca.us

SISKIYOU-MODOC PROJECT MANAGER:

Shannon Martin

(530) 841-2975; smartin@co.siskiyou.ca.us

3. It is specifically and expressly understood that this agreement creates no relationship of employer/employee between SNRDCSS and SISKIYOU-MODOC and the personnel of SISKIYOU-MODOC.
4. SNRDCSS and SISKIYOU-MODOC shall each defend, hold harmless, and indemnify the other party, its governing board, officer, officials, administrators, agents, employees, volunteers, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to, consequential damages, loss of use, extra expense, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of the indemnifying party, its employees, volunteers, agents, subcontractors, consultants, or other representatives. This indemnity provision shall survive the termination or expiration of this agreement and is an addition to any other rights or remedies that SNRDCSS and SISKIYOU-MODOC COUNTY may have under law or under this agreement.

5. No person shall, on the grounds of race, color, religion, ancestry, gender, age national origin, medical condition, physical or mental disability, sexual orientation, pregnancy, childbirth, or related medical condition, marital status, or political affiliation be denied any benefits or subjected to discrimination under this agreement.
6. All parties to this agreement will comply with State and Federal regulations that are involved in this agreement.
7. This agreement may be signed in more than one counterpart, in which case each counterpart shall constitute an original of this agreement.
8. This agreement may not be assigned or delegated by either party without the prior written consent of the other party.

V

AUDITS AND RECORD INSPECTION

- A. Each party accepts responsibility for receiving, replying to, and/or complying with any audit by appropriate State and Federal audit agencies that directly relate to the services to be performed under this POC. In addition, each party agrees to pay the State's liability to the Federal government, which results from that party's failure to perform the service or comply with the conditions required by this POC and identified by said audit.
- B. Each party shall permit the authorized representative of the other party, the California Department of Child Support Services, or other appropriate State and Federal audit agencies to inspect and/or audit, at any reasonable time, all data and records relating to performance, case processing, and billing to the State under this agreement.

VI

MODIFICATION

Requests to modify this POC may be made at any time. The party desiring the modification must give written notice to the other party's designated project manager at the address specified in Paragraph VIII of this POC. The modification notice must include the language of the proposed modification. After receipt of the notice of proposed modification, the party receiving the notice will use its best efforts to schedule a timely meeting with the requesting party to discuss the proposed modification. When and if, the modification is agreed upon by both SNRDCSS and

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SISKIYOU-MODOC COUNTY, the modification will result in an amended POC, which will be fully executed by the appropriate signatures for all parties.

VII CORRECTIVE ACTION PLAN

Should either party to this POC be found deficient in any aspect of performance under this POC or fail to perform to the agreed standards, the deficient party will have the responsibility of submitting a proposed corrective action plan to the other party. The corrective action plan shall identify a specific action to be taken to correct the deficient performance and shall be submitted within thirty days after notification of deficiencies by either party. Should the deficient party fail to present a corrective action plan as required or take appropriate corrective action, the POC will automatically terminate.

VIII TERMINATION

Either party may terminate this POC upon 60 days written notice to the parties at the address listed below:

SNRDCSS:

Mike Dent, Director of Child Support Services
950 Maidu Ave., Suite 140, Nevada City, CA 95959

SISKIYOU-MODOC:

Gary Sams, Director of Child Support Services
P.O. Box 1047 Yreka, CA 96097-1047

IX FUNDING

This POC in no way impacts either county's State budget allocation. Instead, SNRDCSS will receive an adjustment to the calculation of cost-effectiveness at the end of the Federal fiscal year. SNRDCSS Workers' Compensation designee shall keep records of time spent workers' compensation's cases and salary and benefits shall be deducted from SNRDCSS's expenditures for cost-effectiveness calculation.

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DURATION

This POC shall become effective on or after October 1, 2021 and shall remain in effect until September 30, 2026. Either party may terminate this POC by giving at least 60 days written notice to the other party, as noted in Section VIII, above.

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EXECUTION OF SIGNATORIES

I have read and understand the POC. I agree to abide by its terms and conditions.

COUNTY OF NEVADA (SNRDCSS):

DocuSigned by:  <small>105490CF7A0341C...</small>	10/4/2021
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Mike Dent, Director
SNRDCSS
County of Nevada

Date

SISKIYOU-MODOC:

Date: _____

 RAY A. HAUPT, CHAIR
 Board of Supervisors
 County of Siskiyou
 State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

APPROVED AS TO LEGAL FORM:

Edward Kiernan, County Counsel

APPROVED AS TO ACCOUNTING FORM:
N/A

APPROVED AS TO INSURANCE REQUIREMENTS:
N/A

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CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES APPROVAL

David Kilgore, Director
California Department of Child Support Services

Date